

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE		PAGE OF PAGES 1 4	
2 AMENDMENT/MODIFICATION NO 000003		3 EFFECTIVE DATE 01/07/2010		4 REQUISITION/PURCHASE REQ NO	
5 PROJECT NO (If applicable)		6 ISSUED BY FAA AWA 800 Independence Avenue, S.W. Washington DC 20591		7 ADMINISTERED BY (If other than Item 6) FAA AWA 800 Independence Avenue, S.W. Washington DC 20591	
8 NAME AND ADDRESS OF CONTRACTOR (No street county State and ZIP Code)		(x) 9A AMENDMENT OF SOLICITATION NO DTFAWA-10-R-00003		9B DATED (SEE ITEM 11) 11/30/2009	
CODE		FACILITY CODE		10A MODIFICATION OF CONTRACT/ORDER NO	
				10B DATED (SEE ITEM 13)	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☒ is not extended  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods (a) By completing items 8 and 15 and returning \_\_\_\_\_ copies of the amendment (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date etc) SET FORTH IN ITEM 14
<input type="checkbox"/>	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF
<input type="checkbox"/>	D OTHER (Specify type of modification and authority)

**E. IMPORTANT** Contractor ☐ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible)

The purpose of this amendment to the Time Based Flow Management (TBFM) Solicitation No. DTFAWA-10-R-00003 is to delete the previous Section E and replace it with the replacement Section E. The proposal submission date of January 19, 2010 remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A as heretofore changed remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Katherine M. Williams	
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B CONTRACT AUTHORITY	16C DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

## SECTION E - INSPECTION AND ACCEPTANCE

### **E.1.0 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

### **E.2.0 3.10.4-13 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (APRIL 1996)**

- (a) The Contractor must comply with the standard titled ANSI/ASQC ISO-9001-2000 *Quality Management and Quality Assurance Standards-Guidelines for Selection and Use* and FAA-STD-026A *NAS Software Development Standard, June 2001*, which is hereby incorporated into this contract.
- (b) The Contractor must establish and maintain a Quality System in accordance with the above referenced standard(s) and the contractor's Quality System Plan (QSP). This QSP is hereby incorporated into this contract when approved by the Contracting Officer. If the QSP is submitted as part of a response to a Screening Information Request (SIR) submission and approved before award, then the QSP is hereby incorporated into this contract at time of award. The QSP must describe the Contractor's provisions for quality assurance, inspection and test of all supplies to be provided under this contract, in accordance with the terms of this contract, including but not limited to the contract specifications and the above referenced standard. (Note: Formal third-party ISO9000 registration is not required. Formal third-party ISO9000 registration does not relieve the contractor from the requirements of submitting a QSP.)
- (c) In the event of conflict between the Quality System Plan (QSP) and the above referenced standard(s), the applicable ANSI/ASQC documents must control.
- (d) Calibration systems and measuring and test equipment must be controlled in accordance with ISO 10012, or equivalent.
- (e) Government Furnished Property must be controlled to assure acceptability upon receipt, to preclude degradation, damage or misuse during storage, use or test, and to assure proper final disposition in accordance with the contract.
- (f) Site installation activities, maintenance, and support services must be controlled in accordance with contract requirements.

(End of clause)

### **E.3.0 3.10.4-14 ASSIGNMENT OF A QUALITY RELIABILITY OFFICER (QRO) (APRIL 1996)**

The following provisions are a part of this contract:

- (a) The Government's Quality and Reliability Officer (QRO) assigned to this contract, and designated as such by the Government, has the authority to verify that the contractor's quality system complies with contract requirements, including the contractor's Quality System Plan (QSP) (if applicable), to witness tests, and to inspect and accept or reject supplies provided under this contract.

- (b) Prior to shipment thereof, the Contractor must submit to the QRO, for inspection and preliminary acceptance, if applicable, all supplies which are subject to final Government inspection and acceptance at destination. Preliminary acceptance by the QRO constitutes verification by the Government that supplies comply with all contract requirements that are to be completed prior to shipment, including satisfactory completion of factory tests. Any supplies determined by the QRO to be nonconforming must be corrected prior to shipment. All other supplies, except those specified to be accepted by the Contracting Officer, must be submitted to the QRO for final inspection and acceptance prior to shipment. For all supplies subject to preliminary acceptance, final acceptance and passage of title to the Government must occur at destination.
- (c) Failure of the Contractor to maintain and operate a Quality System in accordance with the terms of the contract may, based upon a written determination of the QRO (and consistent with the quality system requirements of the contract), be grounds for rejection of affected supplies.
- (d) The Contractor must provide office space for the QRO for the performance of Government evaluations and administrative functions. The office area must be secure to accommodate meetings of a sensitive nature. File cabinets and suitable desks, both with locking capabilities, chairs, all in good repair, and other miscellaneous office equipment, as required, must be supplied by the Contractor. A telephone must be provided for the QRO staff member. The cost of long distance calls placed by the QRO will be borne by the Government. In the event a change in location of the QRO staff is required, Contractor/QRO coordination will take place in order to facilitate Government planning and implementation of a smooth transition.
- (e) Notification of Readiness for Inspection. Unless otherwise specified in the contract, the contractor must notify the designated resident QRO in writing within 2 workdays (7 workdays if there is not a resident FAA QRO) of the time (1) when contractor inspection or tests will be performed in accordance with the conditions of the contract and (2) when the supplies or services performed will be ready for government inspection.

#### **E.4.0 QUALITY ASSURANCE REQUIREMENTS**

The Contractor must provide and maintain a quality assurance program in accordance with ANSI/ASQC ISO-9001-2000 and the Government-approved Quality System Plan. The Quality System Plan must describe the procedures and controls to be utilized by the Contractor and/or subcontractor(s), if applicable, for assuring that all requirements of the contract are met. At a minimum, this program must provide for:

- (a) A quality assurance (QA) organization that has sufficient responsibility and authority to identify and evaluate quality problems, and to initiate, recommend or provide solutions;
- (b) Procedures and controls to assure adequate configuration management during all operations through final acceptance;
- (c) Controls to assure that all inspection and testing is performed in compliance with contract requirements and that all test data is complete, correct, traceable, repeatable, and acceptable;
- (d) Maintenance of a proper record keeping function to provide objective evidence and traceability of operations performed,

- (e) If applicable, procedures and controls for assuring that all software products or services procured from subcontractors conform to contract requirements;
- (f) Procedures and controls to assure that all documentation is adequately reviewed and meets contract requirements;
- (g) Procedures and controls for the prevention of deficiencies, detection and analysis of deficiencies when they do occur, as well as procedures for corrective action;
- (h) A system of periodic internal quality audits or reviews to verify whether quality activities and related results are in compliance with planned arrangements, and to verify that the QA program is performing effectively.

**E.5.0 3.10.4-4 INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST REIMBURSEMENT (April 1996)**

**E.6.0 Inspection and Acceptance**

- (a) The Contracting Officer (CO) or the Contracting Officer's Technical Representative, listed in Section G.1, as the CO's duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all services to be provided.
- (b) Inspection, review or the anticipation of acceptance/approval of a contract item in the course of its preparation must not be construed as assurance of acceptance of the finished product.